

203-011075-026

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FEDERAL MARITIME COMMISSION

OFFICE

CENTRAL AMERICA DISCUSSION AGREEMENT

FMC Agreement No. 203-011075-026

A Cooperative Working Agreement  
(As Defined in 46 C.F.R. 572.104(H))

Date of Last Republication: September 14, 1987

Expiration Date: None



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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of the Agreement is the Central America Discussion Agreement (the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of the Agreement is through authorization of discussion, consultation and development of consensus to foster commerce, service and stability in the trade while maintaining the parties freedom of competitive action.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement are:

Association Parties

LATIN AMERICAN SHIPPING SERVICE ASSOCIATION  
6565 Taft Street - Suite 201  
Hollywood, FL 33024

Independent Carrier Parties

NORDANA LINE, INC.  
Suite 1000  
Houston, Texas 77008

NAVIERA CONSOLIDADA, S.A.  
8355 N.W. 53rd Street  
Suites 112 and 114  
Miami, FL 33166

CONCORDE SHIPPING, INC.  
929 Bienville Street  
New Orleans, Louisiana 70112

THOMPSON SHIPPING CO., LTD.  
Box 188, Georgetown  
Grand Cayman, B.W.I.

GLOBAL REEFER CARRIERS LTD.  
d/b/a NETWORK SHIPPING LTD.  
800 Douglas Entrance  
Building B, Suite 140  
Coral Gables, FL 33134

SEA-BARGE, INC.  
2075 Tallyrand Avenue  
Jacksonville, FL 33206-3037

GREAT WHITE FLEET, LTD.  
250 East Fifth Street  
Cincinnati, OH 45202

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handling of delinquent accounts and interest thereon. The parties may discuss any rate, service item or rule on which independent action has been taken and service contracts, if any. The parties will, to the extent required by law or as determined by them, publish and file their own separate tariff or tariffs.

(b) This Agreement does not authorize any common tariffs. The parties are not required hereunder to agree upon, or if they do agree, to adhere to any uniform rates, charges, practices, conditions of service, or other decisions. Each party shall designate a point or points of entry for receipt of all inter-party communications in connection with the operation of this Agreement.

(c) An agreement made hereunder by an Association Party is an agreement on behalf of and is binding on each member of the Association Party to the same extent that the Association is bound.

(d) The parties may meet in person, by telephone or conduct business by written, telex or telefax exchanges. At any meeting and in order to foster a consensus, all carriers, including the individual carrier members of Association Parties, may communicate directly with the independent carrier parties and express their views with respect to any matter authorized Article 5 herein.

(e) To further assist in reaching a consensus all carriers, including the individual carrier members of Association Parties, may communicate directly with some or all of the independent carrier parties and exchange information with them, with respect to any matter authorized by Article 5 herein, prior to meetings of the Agreement.

(f) The parties may charter space to, from and among each other and with members of the Latin American Shipping Service Association, FMC Agreement No. 202-010987, on vessels owned or operated by them or members of the Latin American Shipping Service Association in the Trade on such terms and conditions as they shall agree. The parties may also jointly establish sailing schedules, port rotation, limit sailing and jointly advertise each others vessels or vessels owned or operated by members of the Latin American Shipping Service Association.

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IN WITNESS WHEREOF, the parties listed below have caused the foregoing Agreement to be executed on their behalf by their respective duly authorized officer or agent.

ASSOCIATION PARTY

Party: LATIN AMERICAN SHIPPING SERVICE ASSOCIATION

By: Nathan J. Bayer

Name: Nathan J. Bayer Title: Attorney in Fact

INDEPENDENT CARRIER PARTIES

Party: NORDANA LINE, INC.

By: Nathan J. Bayer

Name: Nathan J. Bayer Title: Attorney in Fact

Party: THOMPSON SHIPPING CO., LTD.

By: Nathan J. Bayer

Name: Nathan J. Bayer Title: Attorney in Fact

Party: NAVIERA CONSOLIDADA, S.A.

By: Nathan J. Bayer

Name: Nathan J. Bayer Title: Attorney in Fact

Party: CONCORDE SHIPPING INC.

By: Nathan J. Bayer

Name: Nathan J. Bayer Title: Attorney in Fact

Party: GREAT WHITE FLEET, INC.

By: Nathan J. Bayer

Name: Nathan J. Bayer Title: Attorney in Fact

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Party: SEA-BARGE, INC.

By: Nathan J. Bayer

Name: Nathan J. Bayer Title: Attorney in Fact

Party: NETWORK SHIPPING LTD.

By: Nathan J. Bayer

Name: Nathan J. Bayer Title: Attorney in Fact

Party: DOLE FRESH FRUIT

By: Nathan J. Bayer

Name: Nathan J. Bayer Title: Attorney in Fact

Party: TRANSPORTES NAVIEROS ECUATORIANOS

By: Nathan J. Bayer

Name: Nathan J. Bayer Title: Attorney in Fact

Party: MERIDIAN SHIPPING, INC.

By: Nathan J. Bayer

Name: Nathan J. Bayer Title: Attorney in Fact

Party: TURBANA CORPORATION

By: Nathan J. Bayer

Name: Nathan J. Bayer Title: Attorney in Fact

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